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U.S. Patent and Trademark Office; U.S. DEPARTMENT OF COMMERCE

## TRANSMITTAL FORM

(to be used for all correspondence after initial filing)

Application Number 09/800,735

Filing Date 03/07/2001

First Named Inventor MCKINNON, III et al.

Art Unit

Examiner Name

Attorney Docket Number 8145- 39697

Total Number of Pages in This Submission

22

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### ENCLOSURES (Check all that apply)

- |  |  |   |
|--|--|---|
| <input type="checkbox"/> Fee Transmittal Form                                | <input type="checkbox"/> Drawing(s)  | <input type="checkbox"/> After Allowance Communication to a Technology Center (TC)      |
| <input type="checkbox"/> Fee Attached  | <input type="checkbox"/> Licensing-related Papers  | <input type="checkbox"/> Appeal Communication to Board of Appeals and Interferences     |
| <input type="checkbox"/> Amendment/Reply                                     | <input type="checkbox"/> Petition  | <input type="checkbox"/> Appeal Communication to TC (Appeal Notice, Brief, Reply Brief) |
| <input type="checkbox"/> After Final   | <input type="checkbox"/> Petition to Convert to a Provisional Application                          | <input type="checkbox"/> Proprietary Information  |
| <input type="checkbox"/> Affidavits/declaration(s)                           | <input checked="" type="checkbox"/> Power of Attorney, Revocation Change of Correspondence Address | <input type="checkbox"/> Status Letter  |
| <input type="checkbox"/> Extension of Time Request                           | <input type="checkbox"/> Terminal Disclaimer   | <input checked="" type="checkbox"/> Other Enclosure(s) (please identify below):         |
| <input type="checkbox"/> Express Abandonment Request                         | <input type="checkbox"/> Request for Refund  | Itemized postcard, copy of assignment documents (19 pages)                              |
| <input type="checkbox"/> Information Disclosure Statement                    | <input type="checkbox"/> CD, Number of CD(s) _____   |   |
| <input type="checkbox"/> Certified Copy of Priority Document(s)              | Remarks  |   |
| <input type="checkbox"/> Response to Missing Parts/Incomplete Application    |  |   |
| <input type="checkbox"/> Response to Missing Parts under 37 CFR 1.52 or 1.53 |  |   |

### SIGNATURE OF APPLICANT, ATTORNEY, OR AGENT

Firm or Individual	Chad D. TILLMAN MORRIS, MANNING & MARTIN, LLP
Signature	<i>Chad D. Tillman</i>
Date	July 18, 2003

### CERTIFICATE OF TRANSMISSION/MAILING

I hereby certify that this correspondence is being facsimile transmitted to the USPTO or deposited with the United States Postal Service with sufficient postage as Express mail in an envelope addressed to: Commissioner for Patents, Washington, DC 20231 on this date: 07/18/2003

Typed or printed Elizabeth Herbener

Signature

*Elizabeth Herbener*

Date 07/18/2003

This collection of information is required by 37 CFR 1.5. The information is required to obtain or retain a benefit by the public which is to file (and by the USPTO to process) an application. Confidentiality is governed by 35 U.S.C. 122 and 37 CFR 1.14. This collection is estimated to take 12 minutes to complete, including gathering, preparing, and submitting the completed application form to the USPTO. Time will vary depending upon the individual case. Any comments on the amount of time you require to complete this form and/or suggestions for reducing this burden, should be sent to the Chief Information Officer, U.S. Patent and Trademark Office, U.S. Department of Commerce, Washington, DC 20231. DO NOT SEND FEES OR COMPLETED FORMS TO THIS ADDRESS. SEND TO: Commissioner for Patents, Washington, DC 20231.

If you need assistance in completing the form, call 1-800-PTO-9199 (1-800-786-9199) and select option 2.

EV327026733US



IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

#5  
8/10/03  
1

In U.S. Patent Application of: )  
Martin W. McKinnon, III, et al. )  
U.S. Application Serial No.: 09/800,735 )  
Filed: March 7, 2001 )  
For: Methods of Allocating Access Across A )  
Shared Communications Medium )

Group Art Unit: 2661

Examiner: Unknown

Atty Docket No.: 8145-39697 (A-8974)

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JUL 23 2003

Commissioner for Patents  
P.O. Box 1450  
Alexandria, VA 22313-1450

Technology Center 2600

**37 C.F.R. §3.73(b) STATEMENT AND POWER OF ATTORNEY**

The Assignee for the above-identified U.S. patent application (hereinafter "Patent Application"), and the invention disclosed therein, hereby states pursuant to 37 C.F.R. §3.73(b) that the Assignee is the sole owner of the Patent Application to the exclusion of each inventor thereof.

The Assignee establishes its ownership by submission herewith of a copy of an assignment from each inventor of the Patent Application to ChanneLogics, Inc., and, subsequent thereto, a copy of an assignment from ChanneLogics, Inc., to Scientific-Atlanta, Inc. As the established owner of the Patent Application, the Assignee hereby invokes its right to conduct prosecution of the Patent Application to the exclusion of each named inventor.

The Assignee further hereby revokes all previous powers of attorney and, in replacement thereof, appoints the Attorneys and Patent Agents of Scientific-Atlanta, Inc., associated with **Customer Number 05642**: Kenneth M. Massaroni, Registration No. 33,015, Hubert J. Barnhardt III, Registration No. 36, 739, John Eric West, Registration No. 46,279, and Shelley L. Couturier, Registration No. 47,503; and the Attorneys and Patent Agents of Morris Manning & Martin, L.L.P., associated with **Customer Number 026702**, in the records of the U.S. Patent & Trademark Office and as updated from time to time, to prosecute the Patent Application and to transact all business in the U.S. Patent & Trademark Office connected therewith.



05642

PATENT TRADEMARK OFFICE

All correspondence in this case should be directed to the following:

Scientific-Atlanta, Inc. (Customer Number 05642)  
Intellectual Property Dept. MS 4.3.510  
5030 Sugarloaf Parkway  
Lawrenceville, GA 30044

The Assignee hereby declares that no other person or entity is authorized to take any action before the U.S. Patent and Trademark Office with respect to the Patent Application. The undersigned (whose title is supplied below) is empowered to sign this statement on behalf of the Assignee.

Scientific-Atlanta, Inc.

Kenneth M. Massaroni  
Kenneth M. Massaroni  
Vice President, Deputy General  
Counsel & Assistant Secretary

6/20/03  
Date



## ASSIGNMENT OF INVENTION AND PATENTS THEREON

WHEREAS, ChanneLogics, Inc., a corporation of the State of Georgia, having its principal place of business at 2030 Powers Ferry Road, Suite 580, Atlanta, GA 30339 (hereinafter the "Assignor") owns certain inventions and improvements disclosed in the applications for Letters Patent set forth below (hereinafter the "Assigned Applications"),

#0 US 60/205,963 filed May 19, 2000

MMM File No. 29670

Method and System For Quality Of Service Enhancement For Access Area Networks

#1 US 09/800,717 filed March 7, 2001

MMM File No. 32045

Monitoring and Allocating Access Across A Shared Communications Medium

#2 US 09/800,735 filed March 7, 2001

MMM File No. 33243

Methods of Allocating Access Across A Shared Communications Medium

#3 US 09/800,608 filed March 7, 2001

MMM File No. 33244

Solicitations for Allocations of Access Across A Shared Communications Medium

#4 US 09/800,803 filed March 7, 2001

MMM File No. 33245

Allocating Access Across A Shared Communications Medium of a DOCSIS 1.0 Compliant Cable Network

#5 US 09/800,861 filed March 7, 2001

MMM File No. 33246

Allocating Access Across A Shared Communications Medium in a Carrier Network

#6 US 09/800,155 filed March 7, 2001

MMM File No. 33247

Computerized Method For Allocating Access Across A Shared Communications Medium

#7 US 09/800,674 filed March 7, 2001

MMM File No. 33540

Allocating Access Across A Shared Communications Medium

#8 US 09/800,981 filed March 7, 2001

MMM File No. 33541

Allocating Access Across A Shared Communications Medium To User Classes

#9 PCT/US01/07209 filed March 7, 2001

MMM File No. 33832

Allocating Access Across Shared Communications Medium

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#10 EP National Patent Application based on PCT  
MMM File No. 35390  
Allocating Access Across Shared Communications Medium

#11 US 09/935,514 (Continuation of #9) filed August 23, 2001  
MMM File No. 35430  
Allocating Access Across Shared Communications Medium To User Classes

WHEREAS, Scientific-Atlanta, Inc., a Georgia corporation, having a place of business at 5030 Sugarloaf Parkway, Lawrenceville, GA, 30044 (hereinafter the "Assignee") is desirous of acquiring an interest in the same;

NOW, THEREFORE, for and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt of sufficiency of which is hereby acknowledged, Assignor by these presents does sell, assign and transfer unto Assignee the full, exclusive and entire right, title and interest in and to said Assigned Applications, in and to any divisions, reissues thereof, and in and to all inventions and improvements disclosed and described in said Assigned Applications, preparatory to obtaining Letters Patent of the United States therefore; and Assignor hereby requests the Commissioner of Patents and Trademarks to issue any and all Letters Patent of the United States resulting from said Assigned Applications, or from a division, continuation, or reissue thereof, to Assignee, as the Assignee, for its interest and for the sole use and benefit of Assignee and its assigns and legal representatives.

For the same consideration, Assignor by these presents does sell, assign, and transfer to Assignee the full, exclusive, and entire right, title and interest in and to any foreign application or applications corresponding to said Assigned Applications, in whole or in part, in countries other than the United States, in and to any Letters Patent and similar protective rights granted on said foreign applications, and in and to the right to claim any applicable priority rights arising from or required for said foreign applications under the terms of any applicable conventions, treaties, statutes, or regulations, said foreign applications to be filed and issued in the name of Assignee, or its designee insofar as permitted by applicable law.

AND, for the same consideration, Assignor agrees to sign all lawful papers, execute all divisional, continuing, reissue and other applications, make all assignments and rightful oaths, and generally do everything possible to aid Assignee, its successors, assigns, and nominees, to obtain and enforce proper protection for all said inventions and improvements in all countries through the world.

Assignor further agrees that all necessary records of Assignor to establish priority of invention in any interference or similar proceeding will be made available at no additional charge to Assignee, in the event such records are needed in connection with any of the assigned Letters Patent or Assigned Applications for Letters Patent.

IN WITNESS WHEREOF, the undersigned has caused this Assignment to be executed by its duly authorized officers and its seal to be affixed, this 6<sup>th</sup> day of November, 2002.

Assignor: ChanneLogics, Inc.

By: *Martin A. McKinnon III*

Title: *PRESIDENT*

STATE OF GEORGIA )

COUNTY OF ~~FULTON~~ )

ss:

*Burnett*  
Before me, the undersigned attesting officer duly authorized to administer oaths, a Notary Public in and for the county aforesaid, on this 6<sup>th</sup> day of November, 2002, personally appeared *Martin A. McKinnon III* to me known personally, and who, being by me duly sworn, deposes and says that he is the *President* of ChanneLogics, Inc., and that the seal affixed to the foregoing instrument is the corporate seal of said corporation, and that said instrument was signed on behalf of said corporation by authority of its Board of Directors, and said *President* acknowledged said instrument to be the free act and deed of said corporation.

(SEAL)



*Florita Adams*  
NOTARY PUBLIC

My Commission Expires: *Aug. 17, 2004*



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JUL 23 2003

ASSIGNMENT

Technology Center 2600

WHEREAS, Martin W. McKinnon, III, 4925 Shadowood Parkway, Atlanta, GA 30339

(hereinafter "Assignor") has invented certain new and useful improvements and/or designs (hereinafter "Invention"), for a full description of which reference is here made to a patent application entitled:

**Method of Allocating Access Across A Shared Communications Medium**

(hereinafter "Application") filed or to be filed with the U.S. Patent & Trademark Office, and for which Assignor hereby authorizes and requests Assignee to fill in the following blanks specifying the serial number and filing date for said application identified above (but Assignee's failure to do so shall have no bearing whatsoever upon the validity or legal effect of this Assignment):

Serial Number: 09/800,735 Filed on: March 7, 2001; and

WHEREAS,

**Channeled, Inc.; 2030 Powers Ferry Road, Suite 580; Atlanta, GA 30339**

(hereinafter "Assignee") is desirous of acquiring the entire right, title and interest in, to, and under the Invention and the Application, and in, to, and under any and all patents that may be obtained for the Invention, together with all foreign rights corresponding thereto;

NOW, THEREFORE, to all whom it may concern, be it known that, for and in consideration of the sum of One Dollar (\$1.00), and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor has agreed to sell, assign, transfer and convey, and by these presents does hereby sell, assigns, transfers and conveys, unto Assignee the entire right, title, and interest in, to and under:

- ☐ The Invention and the Application;
- ☐ Any patent of the United States of America that may be obtained for the Invention;
- ☐ Any corresponding applications for patent of the Invention in any and all foreign countries; and
- ☐ Any reissue, extension, renewal, substitution, confirmation, division, continuation and the like of any of the foregoing (hereinafter collectively "Invention Rights").

FURTHERMORE,

Assignor hereby covenants and agrees, and binds any and all heirs, administrators, legal representatives, and assigns, to assist and cooperate with Assignee in the preparation and prosecution of any application included within the Invention Rights and in the prosecution or defense of any interference, opposition, or other proceeding that may arise in connection with any application or patent included within the Invention Rights and, further, to execute and deliver to Assignee any and all additional petitions, oaths, assignments, or other papers or

deliver to Assignee any and all additional petitions, oaths, assignments, or other papers or instruments that may be requested by Assignee for the purpose of implementing the terms of this Agreement.

Assignor hereby authorizes and empowers Assignee to invoke and claim for any application or patent included within the Invention Rights the benefit of any rights to which Assignor might be entitled under international law or under the laws of any particular foreign country, and to invoke and claim such rights without further written or oral authorization from Assignor.

Assignor hereby consents and agrees that a copy of this Assignment shall be deemed a full legal and formal equivalent of any assignment, consent to file, or like document that may be required in any particular foreign country for any purpose and, more particularly, in proof of the right of Assignee to claim the aforesaid benefit of the right of priority.

Assignor covenants and agrees that this Assignment and all the terms thereof shall inure to the benefit of the successors, assigns, legal representatives, or nominees of Assignee, without further written or oral authorization from Assignor.

Finally, Assignor hereby authorizes and requests the Commissioner of Patents and Trademarks of the United States Patent and Trademark Office to issue any patent included within the Inventions Rights to Assignee.

[Signature Pages Follow]



This the 5<sup>th</sup> day of March, 2001

Martin W. McKinnon, III

Assignor, Martin W. McKinnon, III

Susan Kaslick

Witness #1 Signature

Susan Kaslick

Witness #1 Name (print)

2030 Powers Ferry Rd., #580

Atlanta, GA 30339

Witness #1 Address

Rachel V. Dondro-Hendrix

Witness #2 Signature

RACHEL V. DONDERO-HENDRIX

Witness #2 Name (print)

2030 POWERS FERRY RD, STE 580

ATLANTA, GA 30339

Witness #2 Address

NOTARIZATION

State of Georgia

County of Fulton

United States of America

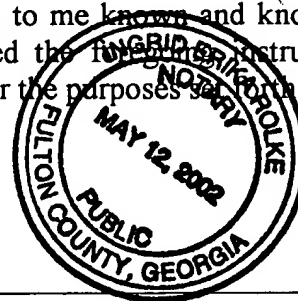
On this 5<sup>th</sup> day of March, 2001, personally appeared

Martin W. McKinnon, III before me, to me known and known to me to be the person described as Assignor in and who executed the foregoing instrument and acknowledged the same to be his/her free act and deed in and for the purposes set forth above.

Angie Erika Rolke

Notary Public

My Commission Expires: May 12, 2002



ACCEPTANCE BY ASSIGNEE

The Assignee hereby accepts the assignment of the invention and application as set forth above.

This the 5<sup>th</sup> day of March, 2001

Channelogics, Inc.  
Assignee

By:

[Signature]

Martin W. McKinnon

Name (print)

Chief Technical Officer

Title

[Signature]  
Witness #1 Signature

Susan Kaslick  
Witness #1 Name (print)

2030 Powers Ferry Rd. #580  
Atlanta, GA 30339

Witness #1 Address

Rachel M. Dondro-Hendrix  
Witness #2 Signature

RACHEL M. DONDERO-HENDRIX  
Witness #2 Name (print)

2030 POWERS FERRY RD, STE 580

ATLANTA, GA 30339  
Witness #2 Address

NOTARIZATION

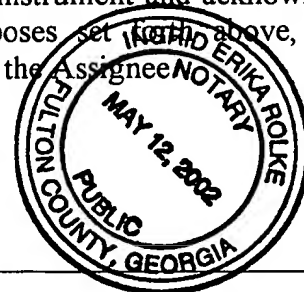
State of Georgia  
County of Fulton  
United States of America

On this 5<sup>th</sup> day of March, 2001, personally appeared

Martin W. McKinnon, III before me, to me known and known to me to be the person described in and who executed the foregoing instrument and acknowledged the same to be his/her free act and deed in and for the purposes set forth above, and who acknowledged that he/she had the authority to sign on behalf of the Assignee

[Signature]  
Notary Public

My Commission Expires: May 12, 2002



## ASSIGNMENT

WHEREAS, **John Joseph Ehrley; 324 4h Street NE; Atlanta, GA 30308**

(hereinafter "Assignor") has invented certain new and useful improvements and/or designs (hereinafter "Invention"), for a full description of which reference is here made to a patent application entitled:

### **Method of Allocating Access Across A Shared Communications Medium**

(hereinafter "Application") filed or to be filed with the U.S. Patent & Trademark Office, and for which Assignor hereby authorizes and requests Assignee to fill in the following blanks specifying the serial number and filing date for said application identified above (but Assignee's failure to do so shall have no bearing whatsoever upon the validity or legal effect of this Assignment):

Serial Number: 09/800,735 Filed on: March 7, 2001; and

WHEREAS,

**Channelogics, Inc.; 2030 Powers Ferry Road, Suite 580; Atlanta, GA 30339**

(hereinafter "Assignee") is desirous of acquiring the entire right, title and interest in, to, and under the Invention and the Application, and in, to, and under any and all patents that may be obtained for the Invention, together with all foreign rights corresponding thereto;

NOW, THEREFORE, to all whom it may concern, be it known that, for and in consideration of the sum of One Dollar (\$1.00), and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor has agreed to sell, assign, transfer and convey, and by these presents does hereby sell, assigns, transfers and conveys, unto Assignee the entire right, title, and interest in, to and under:

- ☐ The Invention and the Application;
- ☐ Any patent of the United States of America that may be obtained for the Invention;
- ☐ Any corresponding applications for patent of the Invention in any and all foreign countries; and
- ☐ Any reissue, extension, renewal, substitution, confirmation, division, continuation and the like of any of the foregoing (hereinafter collectively "Invention Rights").

FURTHERMORE,

Assignor hereby covenants and agrees, and binds any and all heirs, administrators, legal representatives, and assigns, to assist and cooperate with Assignee in the preparation and prosecution of any application included within the Invention Rights and in the prosecution or defense of any interference, opposition, or other proceeding that may arise in connection with any application or patent included within the Invention Rights and, further, to execute and

deliver to Assignee any and all additional petitions, oaths, assignments, or other papers or instruments that may be requested by Assignee for the purpose of implementing the terms of this Agreement.

Assignor hereby authorizes and empowers Assignee to invoke and claim for any application or patent included within the Invention Rights the benefit of any rights to which Assignor might be entitled under international law or under the laws of any particular foreign country, and to invoke and claim such rights without further written or oral authorization from Assignor.

Assignor hereby consents and agrees that a copy of this Assignment shall be deemed a full legal and formal equivalent of any assignment, consent to file, or like document that may be required in any particular foreign country for any purpose and, more particularly, in proof of the right of Assignee to claim the aforesaid benefit of the right of priority.

Assignor covenants and agrees that this Assignment and all the terms thereof shall inure to the benefit of the successors, assigns, legal representatives, or nominees of Assignee, without further written or oral authorization from Assignor.

Finally, Assignor hereby authorizes and requests the Commissioner of Patents and Trademarks of the United States Patent and Trademark Office to issue any patent included within the Inventions Rights to Assignee.

[Signature Pages Follow]

This the 5<sup>th</sup> day of March, 2001

[Signature]  
Assignor, John Joseph Ehrley

[Signature]  
Witness #1 Signature

Susan Jaslick  
Witness #1 Name (print)

2030 Powers Ferry Rd., #580

Atlanta, GA 30339  
Witness #1 Address

[Signature]  
Witness #2 Signature

RAEHEL M. DONDERO - HENDRIX  
Witness #2 Name (print)

2030 POWERS FERRY RD. STE 580

ATLANTA, GA 30339  
Witness #2 Address

NOTARIZATION

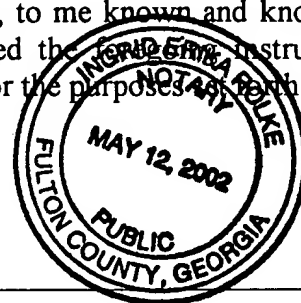
State of Georgia  
County of Fulton  
United States of America

On this 5<sup>th</sup> day of March, 2001, personally appeared

John Joseph Ehrley before me, to me known and known to me  
to be the person described as Assignor in and who executed the instrument and  
acknowledged the same to be his/her free act and deed in and for the purposes set forth above.

[Signature]  
Notary Public

My Commission Expires: May 12, 2002



ACCEPTANCE BY ASSIGNEE

The Assignee hereby accepts the assignment of the invention and application as set forth above.

This the 5<sup>th</sup> day of March, 2001.

Channelogics, Inc.  
Assignee

By: Martin W. McKinnon

Martin W. McKinnon  
Name (print)

Chief Technical Officer  
Title

[Signature]  
Witness #1 Signature

Susan Jaslick  
Witness #1 Name (print)

2030 Powers Ferry Rd, #500  
Atlanta, GA 30339  
Witness #1 Address

Rachel O. Dondero-Henderson  
Witness #2 Signature

RACHEL O. DONDERO-HENDERSON  
Witness #2 Name (print)

2030 POWERS FERRY RD, STE 500  
ATLANTA, GA 30339  
Witness #2 Address

NOTARIZATION

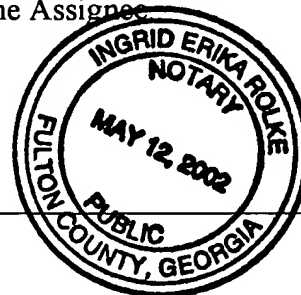
State of Georgia  
County of Fulton  
United States of America

On this 5<sup>th</sup> day of March, 2001, personally appeared

Martin W. McKinnon before me, to me known and known to me to be the person described in and who executed the foregoing instrument and acknowledged the same to be his/her free act and deed in and for the purposes set forth above, and who acknowledged that he/she had the authority to sign on behalf of the Assignee.

Ingrid Erika Rolke  
Notary Public

My Commission Expires: May 12, 2002



## ASSIGNMENT

WHEREAS, Timothy Sean Sotack; 1674A LaVista Road; Atlanta, GA 30329

(hereinafter "Assignor") has invented certain new and useful improvements and/or designs (hereinafter "Invention"), for a full description of which reference is here made to a patent application entitled:

### **Method of Allocating Access Across A Shared Communications Medium**

(hereinafter "Application") filed or to be filed with the U.S. Patent & Trademark Office, and for which Assignor hereby authorizes and requests Assignee to fill in the following blanks specifying the serial number and filing date for said application identified above (but Assignee's failure to do so shall have no bearing whatsoever upon the validity or legal effect of this Assignment):

Serial Number: 09/800,735 Filed on: March 7, 2001; and

WHEREAS,

### **Channelogics, Inc.; 2030 Powers Ferry Road, Suite 580; Atlanta, GA 30339**

(hereinafter "Assignee") is desirous of acquiring the entire right, title and interest in, to, and under the Invention and the Application, and in, to, and under any and all patents that may be obtained for the Invention, together with all foreign rights corresponding thereto;

NOW, THEREFORE, to all whom it may concern, be it known that, for and in consideration of the sum of One Dollar (\$1.00), and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor has agreed to sell, assign, transfer and convey, and by these presents does hereby sell, assigns, transfers and conveys, unto Assignee the entire right, title, and interest in, to and under:

- ☐ The Invention and the Application;
- ☐ Any patent of the United States of America that may be obtained for the Invention;
- ☐ Any corresponding applications for patent of the Invention in any and all foreign countries; and
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FURTHERMORE,

Assignor hereby covenants and agrees, and binds any and all heirs, administrators, legal representatives, and assigns, to assist and cooperate with Assignee in the preparation and prosecution of any application included within the Invention Rights and in the prosecution or defense of any interference, opposition, or other proceeding that may arise in connection with any application or patent included within the Invention Rights and, further, to execute and

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Finally, Assignor hereby authorizes and requests the Commissioner of Patents and Trademarks of the United States Patent and Trademark Office to issue any patent included within the Inventions Rights to Assignee.

[Signature Pages Follow]



This the 5th day of March, 2001.

Timothy Sean Sotack  
Assignor, Timothy Sean Sotack

[Signature]  
Witness #1 Signature

Susan Kaslick  
Witness #1 Name (print)

2030 Powers Ferry Rd. #580  
Atlanta, GA 30339  
Witness #1 Address

Rachel M. Dondero-Hendrix  
Witness #2 Signature

RACHEL M. DONDERO-HENDRIX  
Witness #2 Name (print)

2030 POWERS FERRY RD, STE 580  
ATLANTA, GA 30339  
Witness #2 Address

NOTARIZATION

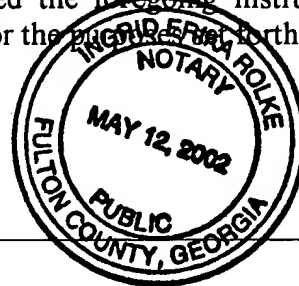
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County of Fulton  
United States of America

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Timothy Sean Sotack before me, to me known and known to me  
to be the person described as Assignor in and who executed the foregoing instrument and  
acknowledged the same to be his/her free act and deed in and for the purposes set forth above.

Ingrid Erika Rolke  
Notary Public

My Commission Expires: May 12, 2002



## ACCEPTANCE BY ASSIGNEE

The Assignee hereby accepts the assignment of the invention and application as set forth above.

This the 5<sup>th</sup> day of March, 2001.

Channelogics, Inc.  
Assignee

By:

Martin W. McKinnon

Martin W. McKinnon

Name (print)

Chief Technical Officer

Title

[Signature]

Witness #1 Signature

Susan Kasick

Witness #1 Name (print)

Rachel M. Dondero-Hendrix

Witness #2 Signature

RACHEL M. DONDERO-HENDRIX

Witness #2 Name (print)

2030 Powers Ferry Rd #580

Atlanta, GA 30339

Witness #1 Address

2030 POWERS FERRY RD, STE 580

ATLANTA, GA 30339

Witness #2 Address

### NOTARIZATION

State of Georgia

County of Fulton

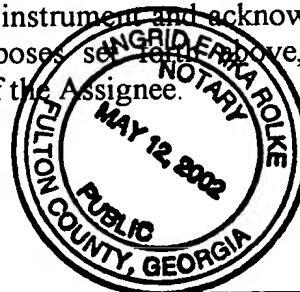
United States of America

On this 5<sup>th</sup> day of March, 2001, personally appeared

Martin W. McKinnon, III before me, to me known and known to me to be the person described in and who executed the foregoing instrument and acknowledged the same to be his/her free act and deed in and for the purposes set forth above, and who acknowledged that he/she had the authority to sign on behalf of the Assignee.

Angie Erika Rolke  
Notary Public

My Commission Expires: May 12, 2002



## ASSIGNMENT

WHEREAS, **Mani M. Subramanian; 1652 Harts Mill Road; Atlanta, GA 30319**

(hereinafter "Assignor") has invented certain new and useful improvements and/or designs (hereinafter "Invention"), for a full description of which reference is here made to a patent application entitled:

### **Method of Allocating Access Across A Shared Communications Medium**

(hereinafter "Application") filed or to be filed with the U.S. Patent & Trademark Office, and for which Assignor hereby authorizes and requests Assignee to fill in the following blanks specifying the serial number and filing date for said application identified above (but Assignee's failure to do so shall have no bearing whatsoever upon the validity or legal effect of this Assignment):

Serial Number: 09/800,735 Filed on: March 7, 2001; and

WHEREAS,

**Channelogics, Inc.; 2030 Powers Ferry Road, Suite 580; Atlanta, GA 30339**

(hereinafter "Assignee") is desirous of acquiring the entire right, title and interest in, to, and under the Invention and the Application, and in, to, and under any and all patents that may be obtained for the Invention, together with all foreign rights corresponding thereto;

NOW, THEREFORE, to all whom it may concern, be it known that, for and in consideration of the sum of One Dollar (\$1.00), and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor has agreed to sell, assign, transfer and convey, and by these presents does hereby sell, assigns, transfers and conveys, unto Assignee the entire right, title, and interest in, to and under:

- ☐ The Invention and the Application;
- ☐ Any patent of the United States of America that may be obtained for the Invention;
- ☐ Any corresponding applications for patent of the Invention in any and all foreign countries; and
- ☐ Any reissue, extension, renewal, substitution, confirmation, division, continuation and the like of any of the foregoing (hereinafter collectively "Invention Rights").

FURTHERMORE,

Assignor hereby covenants and agrees, and binds any and all heirs, administrators, legal representatives, and assigns, to assist and cooperate with Assignee in the preparation and prosecution of any application included within the Invention Rights and in the prosecution or defense of any interference, opposition, or other proceeding that may arise in connection with

deliver to Assignee any and all additional petitions, oaths, assignments, or other papers or instruments that may be requested by Assignee for the purpose of implementing the terms of this Agreement.

Assignor hereby authorizes and empowers Assignee to invoke and claim for any application or patent included within the Invention Rights the benefit of any rights to which Assignor might be entitled under international law or under the laws of any particular foreign country, and to invoke and claim such rights without further written or oral authorization from Assignor.

Assignor hereby consents and agrees that a copy of this Assignment shall be deemed a full legal and formal equivalent of any assignment, consent to file, or like document that may be required in any particular foreign country for any purpose and, more particularly, in proof of the right of Assignee to claim the aforesaid benefit of the right of priority.

Assignor covenants and agrees that this Assignment and all the terms thereof shall inure to the benefit of the successors, assigns, legal representatives, or nominees of Assignee, without further written or oral authorization from Assignor.

Finally, Assignor hereby authorizes and requests the Commissioner of Patents and Trademarks of the United States Patent and Trademark Office to issue any patent included within the Inventions Rights to Assignee.

[Signature Pages Follow]

This the 5<sup>th</sup> day of March, 2001

Mani M. Subramanian

Assignor, Mani M. Subramanian

Susan Kaslick

Witness #1 Signature

Susan Kaslick

Witness #1 Name (print)

2030 Powers Ferry Rd, #580

Atlanta, GA 30339

Witness #1 Address

Rachel M. Donoro-Hendrix

Witness #2 Signature

Rachel M. DONORO-HENDRIX

Witness #2 Name (print)

2030 POWERS FERRY RD, STE 580

ATLANTA, GA 30339

Witness #2 Address

NOTARIZATION

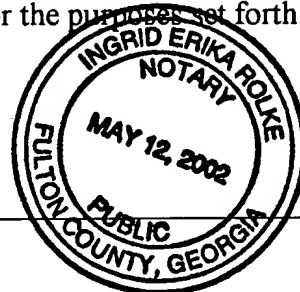
State of Georgia  
County of Fulton  
United States of America

On this 5<sup>th</sup> day of March, 2001, personally appeared

Mani M. Subramanian before me, to me known and known to me to be the person described as Assignor in and who executed the foregoing instrument and acknowledged the same to be his/her free act and deed in and for the purposes set forth above.

Ingrid Erika Rolke  
Notary Public

My Commission Expires: May 12, 2002



ACCEPTANCE BY ASSIGNEE

The Assignee hereby accepts the assignment of the invention and application as set forth above.

This the 5<sup>th</sup> day of March, 2001

Channelogics, Inc.  
Assignee

By: Martin W. McKinnon

Martin W. McKinnon  
Name (print)

Chief Technical Officer  
Title

[Signature]  
Witness #1 Signature

Susan Kaslick  
Witness #1 Name (print)

2030 Powers Ferry Rd, #580  
Atlanta, GA 30339  
Witness #1 Address

Rachel M. Dondero-Hendrix  
Witness #2 Signature

RACHEL M. DONDERO-HENDRIX  
Witness #2 Name (print)

2030 POWERS FERRY RD, STE 580  
ATLANTA, GA 30339  
Witness #2 Address

NOTARIZATION

State of Georgia  
County of Fulton  
United States of America

On this 5<sup>th</sup> day of March, 2001, personally appeared

Martin W. McKinnon before me, to me known and known to me to be the person described in and who executed the foregoing instrument and acknowledged the same to be his/her free act and deed in and for the purposes set forth above, and who acknowledged that he/she had the authority to sign on behalf of the Assignee

[Signature]  
Notary Public

My Commission Expires: May 12, 2002

